

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”), entered on June 13, 2019 (“Effective Date”), by and between Windstream Services, LLC, and its affiliates, subsidiaries, and parent companies (“Windstream”), and Dunagin Concrete Construction, Inc., on behalf of its affiliates, subsidiaries, and parent companies (“Dunagin”). The entities are individually referred to in this Agreement as “Party” and collectively, as “Parties”.

RECITALS AND AGREEMENTS:

WHEREAS, the Parties are engaged in a dispute regarding telephone and internet services and the termination of Dunagin’s contract and services with Windstream on Account No. 7144312 (the “Dispute”).

WHEREAS, Dunagin and Windstream mutually agree to amicably resolve this matter and to terminate the contract and services associated with the account.

THEREFORE, in consideration of the foregoing and the covenants and terms contained herein, the Parties agree as follows:

1. *RESPONSIBILITIES:*

- (a) Dunagin has mailed a check in the amount of \$703.36 to satisfy all amounts owed (the “Payment”).
- (b) Windstream agrees that upon receipt of the Payment no further amount shall be owed by Dunagin.
- (c) As an accommodation, Windstream will send a redacted copy of this settlement agreement to the South Carolina Public Utility Commission requesting that Docket No. 2019-139-C be closed. In the event that more is required by the Public Utility Commission to close the matter, Dunagin shall cooperate fully.

2. *RELEASE OF CLAIMS.* In consideration of the mutual promises and agreements herein, the Parties fully release each other and their respective parent companies, subsidiaries, affiliated and sister companies, successors and assigns and their respective directors, officers, shareholders, agents, employees, and attorneys from any and all claims, causes of action, damages, liabilities, costs, and attorneys’ fees and expenses whatsoever, known or unknown, whether arising out of breach of contract, tort (including negligence), unjust enrichment, strict liability or otherwise, which the parties now have or to which the parties may hereafter become entitled, arising out of or relating to the services provided and/or billed for by Windstream to Dunagin. The Parties covenant not to sue the other party for any released claim.

- 3. This Agreement is a final and complete statement of the agreement among the Parties and entirely supersedes all prior or contemporaneous agreements and negotiations, oral or written.
- 4. The Parties have entered into this Agreement voluntarily and with full knowledge and understanding of its terms. This Agreement is a compromise of disputed claims, and this Agreement must not be construed as, or deemed to be, evidence of an admission or concession of any fault or liability for any damages whatsoever on the part of any of the Parties.
- 5. The Parties agree that neither Party may disclose the terms and conditions of this Agreement except as necessary to its affiliated companies, auditors, accountant, attorneys, or as required by applicable law (exception being made regarding the South Carolina Public Service Commission). The Parties must refrain from making or publishing to any third party, in writing or orally, any defamatory or disparaging comments about each other.
- 6. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart is to be deemed an original, and, when taken together with the other signed counterparts, constitutes one agreement.

IN WITNESS whereof Windstream and Dunagin have hereunto subscribed their hands on the date stated above.

Windstream Services, LLC

Dunagin Concrete Construction, Inc.

By: James C. Lloyd
Print Name: James Lloyd

By: Terry Dunagin
Print Name: Terry Dunagin

Title: Litigation Counsel

Title: President

Date: 6-18-19

Date: 6-17-19